



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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July 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENT NO. H-207858-1
WITH VAN TASSELL CONSULTING, INC.
FOR THE HEALTH CARE WORKFORCE DEVELOPMENT PROGRAM
(All Districts) (3-Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to execute an agreement amendment substantially similar to Exhibit I with Van Tassell Consulting, Inc. in the amount of \$400,000 for FY 2003-04 to continue the provision of communication training services, 100% off-set by federal Workforce Investment Act (WIA) funds, sponsored under the Health Care Workforce Development Program ("HCWDP").

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The Department of Health Services ("DHS") is recommending approval of the agreement amendment with Van Tassell Consulting, Inc. ("Van Tassell"), to continue the provision of communication training services to DHS employees, effective August 1, 2003 through June 30, 2004, with provisions to extend the term for an additional three months at no additional cost. The costs for the HCWDP and Van Tassell contract services are 100% off-set by federal WIA funding.

FISCAL IMPACT/FINANCING:

The costs for the HCWDP are 100% off-set by federal WIA funds administered by the Department of Community and Senior Services ("CSS"). The WIA funds are available via the State (15% Governor's Discretionary Funds) and County (Local Formula Funds), and are available to DHS via intrafund transfer from CSS. The FY 2003-04 maximum obligation for the Van Tassell contract is \$400,000, fully off-set by WIA funding. There is no net County cost impact. The contract costs have been included in HCWDP's budget for FY 2003-04.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Background

In February 1999, the federal Department of Labor ("DOL") awarded a \$1.2 million planning and research grant to the County to support a labor-management initiative for planning training needs of the DHS workforce that would be required to meet the Department's restructuring needs under the County's Medicaid Demonstration Project ("1115 Waiver").

In June 2000, the 1115 Waiver was extended for an additional five-year period through June 30, 2005. One of the new initiatives to be implemented under the Waiver extension is the HCWDP funded by State and County funds, at a ratio of 2 to 1, respectively, over the life of the Waiver extension.

In September 2001, the Board approved WDP's multi-year workplan and a Training Implementation Plan to provide training that would support restructuring required by the 1115 Waiver (e.g., medical records coding, patient financial services), programs to address critical shortage areas (e.g., general nursing and specialty nursing education such as dialysis and critical care) and training in portable skills (e.g., communications and language training). To expedite the implementation of training programs, the Board also delegated authority to the Department, to select providers, and negotiate and execute contracts up to a maximum of \$300,000, in accordance with County policies, with approval from County Counsel.

In February 2002, Governor Gray Davis announced the award of \$7.0 million in WIA funding for the workforce training in DHS, the first installment of the State's \$27 million contribution to the \$40 million HCWDP Program.

Van Tassell first provided communication training services (as a subcontractor) in a pilot training program for workers in patient financial services as DHS prepared for the implementation of the Outpatient Reduced-Cost Simplified Application (ORSA) Plan in 2000. The quality of Van Tassell's training was recognized by management, employees and patient advocates. Subsequently, Van Tassell's training curriculum was extended to a two-day workshop incorporating additional job relevant and realistic situations, role-playing, and other hands-on activities, all customized to the needs of DHS. Van Tassell continued to provide communication training to financial services and patient care staff in FY 2001-02 under an agreement executed by the Department and approved by County Counsel under authority delegated by the Board in September 2001; a total of 779 employees were trained.

Following the expiration of the agreement in June 2002, DHS managers and employees requested continuation of communication training services for additional employees. The training request was submitted to and approved by the Labor Management Training Board, the body overseeing HCWDP activities.

On October 8, 2002, the Board approved Agreement No. H-207858 with Van Tassell. The agreement was effective through June 30, 2003 with a maximum obligation of \$400,000 to provide up to forty (40) two-day workshops, at a reimbursement rate of \$8,500 per workshop provided. The contract also included \$60,000 for preparatory costs that encompassed focus groups, curriculum revision, and printing of participant manuals. The agreement also included provisions for the Director to extend the term for up to three months at no additional cost upon mutual agreement of the parties. Van Tassell agreed to a one-month extension through July 31, 2003 to enable the completion of thirty-seven (37) workshops. By the end of July 2003, expenditures under the contract are estimated to be \$374,500 and an estimated 1,030 employees will have received training in the 37 workshops.

Amendment No. 1

The proposed amendment is effective August 1, 2003 through June 30, 2004, with provisions to extend the term for three months at no additional cost. The FY 2003-04 maximum obligation is \$400,000 for the provision of up to forty-four (44) two-day training workshops, up from the 37 workshops in FY 2002-03.

Under the amendment, Van Tassell will update the curriculum to adjust the training to the current DHS environment; Van Tassell will revise and reprint a new Participant Manual, and re-train its trainers in preparation for the actual training. The cost for these preparatory services is \$26,000. Thereafter, Van Tassell will continue to be reimbursed based on the actual number of workshops provided, at a rate of \$8,500 per two-day workshop; each workshop is to be staffed by two trainers. Since attendance at the training is dependent on the capacity of the Department to release employees, it is expected that an average of 27 employees will be trained per workshop. A total of \$374,000 has been allocated for forty-four (44) workshops. If all 44 workshops are provided, the maximum obligation under the amendment is \$400,000 which includes the preparatory services described above.

CONTRACTING PROCESS:

Following the completion of training of DHS employees for the implementation of ORSA in 2000 and prior to the establishment of the Workforce Development Program, an informal solicitation for communications training services was conducted. Van Tassell was one of three providers that expressed interest; Van Tassell was familiar with the issues facing the Department, its facilities and employees, and the patients served by DHS. The content of the two-day training recently completed by Van Tassell in June/July 2003 was specifically developed by Van Tassell for the Department. The new training for additional employees to be provided under the proposed contract will build upon the training program previously developed by Van Tassell.

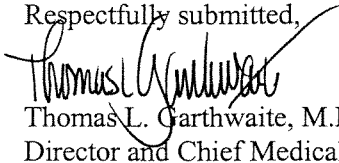
The services to be provided are professional and temporary in nature; the HCWDP is expected to continue through FY 2004-05.

The Honorable Board of Supervisors
July 3, 2003
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Attachment A provides additional information.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite", is written over the printed name and title.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:sh

Attachments

cc: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT AMENDMENT

1. TYPE OF SERVICE:

Communication training services for DHS employees involved in patient care or those with potential contact with patients.

CONTRACTOR/ADDRESS AND CONTACT PERSON:

Van Tassell Consulting, Inc.
556 S. Fair Oaks Avenue
PMB 302
Pasadena, CA 91105

Kathy Van Tassell, President

2. TERM:

Effective from August 1, 2003 through June 30, 2004, with provisions to extend the term on a month-to-month basis for three additional months at no additional cost.

3. FINANCIAL INFORMATION:

The FY 2003-04 maximum obligation is \$400,000.

4. GEOGRAPHIC AREAS (EMPLOYEES) SERVED:

Employees of the Department of Health Services.

5. ACCOUNTABLE FOR MONITORING:

Rene Topalian, Acting Director of Human Resources

6. APPROVALS:

Sachi Hamai, Director, Administrative Services

Chief Operating Officer: Fred Leaf

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Elizabeth Friedman, Senior Deputy County Counsel

WORKFORCE DEVELOPMENT PROGRAM
COMMUNICATIONS TRAINING SERVICES AGREEMENT
AMENDMENT NO. 1

This AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and VAN TASSELL CONSULTING, INC.,
(hereafter "Contractor").

Business Address:
556 S. Fair Oaks Avenue
PMB 302
Pasadena, CA 91105

WHEREAS, reference is made to that certain document
entitled "WORKFORCE DEVELOPMENT PROGRAM - COMMUNICATIONS TRAINING
SERVICES AGREEMENT", dated October 8, 2002, and further
identified as County Agreement No. H-207858 (hereafter
"Agreement"); and

WHEREAS, it is the intent of both parties to amend
Agreement to extend the term and make certain modifications to
the Agreement and its Exhibits; and

WHEREAS, Agreement requires that modifications to Agreement
shall be made in the form of a written amendment which is
formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. The effective date of this Amendment No. 1 shall be August 1, 2003;

2. Subparagraph 1A, TERM, shall be amended to read as follows:

"1. TERM:

"A. The term of this Agreement shall commence on the date of approval by the Board of Supervisors, and shall continue in full force and effect through June 30, 2004.

"The term of this Agreement may be extended at no additional cost by Director beyond the stated expiration date of June 30, 2004, on a month-to-month basis for a period not to exceed three months, upon the mutual agreement of the parties. All provisions of the Agreement in effect on the date the extension commences shall remain in effect for the duration of the extension. If the Director and Contractor fail to mutually agree to extend the Agreement as of June 30, 2004, then the Agreement shall expire on that date."

3. The following subparagraph "A" shall be added to Paragraph 3, DESCRIPTION OF SERVICES:

"3A. During FY 2003-04, Contractor shall provide services as described in Exhibit A-1 (Description of Services), attached hereto and incorporated herein by reference."

4. The following subparagraph "A" shall be added to Paragraph 4, MAXIMUM OBLIGATION OF COUNTY:

"4A. County's maximum obligation for the period August 1, 2003 through June 30, 2004 shall be Four Hundred Thousand Dollars (\$400,000), payable as described in Exhibit B-1 (Billing and Payment), attached hereto and incorporated herein by reference."

5. The following subparagraph "A" shall be added to Paragraph 6, BILLING AND PAYMENT:

"6A. For all services hereunder, Contractor shall bill County in accordance with Exhibit B-1 (Billing and Payment), attached hereto. County shall pay Contractor within a reasonable period of time, following receipt of a complete and correct invoice. Submission of an incorrect invoice by Contractor will result in delayed payment by County. Such payment shall be the sole consideration paid by County to Contractor hereunder."

6. Paragraph 50, SAFELY SURRENDERED BABY LAW, shall be added to the Additional Provisions as follows:

"50. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit D, attached hereto and incorporated herein by reference,

and is also available on the Internet at www.babysafela.org for printing purposes.

"Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

7. Paragraph 51, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: ENTITIES OTHER THAN PROVIDERS OR BUSINESS ASSOCIATES, shall be added to the Additional Provisions as follows:

"51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: ENTITIES OTHER THAN PROVIDERS OR BUSINESS ASSOCIATES: Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or its employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

"Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees and agents shall maintain the confidentiality of any information obtained and shall notify DHS supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

"In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees and agents regarding their obligations in this regard."

8. During the August 1, 2003 through June 30, 2004 extension period, Exhibit A, the DESCRIPTION OF SERVICES, shall be replaced in its entirety by Exhibit A-1, attached hereto.

9. During the August 1, 2003 through June 30, 2004 extension period, Schedule A, Cost Breakdown, shall be replaced in its entirety by Schedule A-1, attached hereto and incorporated herein by reference.

10. During the August 1, 2003 through June 30, 2004 extension period, Exhibit B, BILLING AND PAYMENT, shall be replaced in its entirety by Exhibit B-1, attached hereto and incorporated herein by reference.

11. Except for the above referenced changes, Agreement is not modified in any other manner.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by it duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas Garthwaite, M.D.
Director and Chief Medical Officer
Department of Health Services

VAN TASSELL CONSULTING, INC
Contractor

By _____

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

SH:\KVT\FY 2003-04 Amendment.doc

COMMUNICATIONS TRAINING SERVICES

Description of Services

A. Overall Description:

Contractor shall provide communication skills training to County's Department of Health Services employees designated by Director. The two-day program (Workshop), "Influencing through Communication", was specifically developed by Contractor for County. Contractor shall be assisted by a team of facilitators selected by and under contract to Contractor. Such facilitators shall be under the supervision and responsibility of Contractor.

Contractor shall conduct up to forty-four (44) Workshops as requested by Director.

Scheduling of all Workshops shall be coordinated and agreed to by Director and Contractor. Scheduling of employees for the workshops shall be the sole responsibility of Director. If any previously scheduled workshop is to be cancelled, Director shall provide Contractor with a minimum of two weeks advance notice.

B. Program Content and Delivery

Contractor agrees to update and adjust the content of its program to the current environment facing the Department and its employees and to reproduce revised materials (Participant Manual). Such revised Participant Manual is incorporated herein by reference.

The 2-day Workshop, "Influencing through Communication" is designed to improve core competencies in communication, including: (1) interpersonal relationships, (2) effective questioning, (3) active listening, (4) responding with empathy and (5) managing the communication process, shall be taught in a interactive setting. Such revised curriculum is incorporated herein by reference.

Teaching techniques to be used by Contractor include the use of job relevant and realistic situations and examples, role-plays, case studies, and other hands-on activities. Also, Contractor's training strategies shall take into consideration theories in adult learning that assist in retention, including the following:

1. Building on the knowledge and concepts the participants already possess.
2. Relating the learning to the needs of each participant.
3. Allowing opportunity for interaction and questions.

4. Providing hands-on skill practice.
5. Using actual work-related examples.

C. Evaluation

Upon the completion of each two-day Workshop, Contractor shall administer an evaluation survey to participants to evaluate the trainers and the training provided. Contractor shall provide County with a copy of the findings of such evaluation survey.

D. Employees to be Trained and Services to Be Provided

Employees to be trained include those with potential patient care, their supervisors and managers. Contractor shall train an average of twenty-seven (27) employees per Workshop, or a total of one-thousand one hundred eighty-eight (1,188) in forty-four (44) Workshops. It is understood by the parties that employee attendance at the Workshops is the sole responsibility of County.

Contractor shall be reimbursed according the rates set forth below:

- a. Curriculum Re-Design, Printing, and Preparation: See Schedule A-1, attached hereto, for details.

1. Curriculum Revisions:	\$ 5,000
2. Desktop Publishing:	5,000
3. Training Preparation:	6,000
4. Participant Manual Printing Costs: (Up to 1,200 Manuals)	15,000

Subtotal: \$26,000

- b. Training Implementation: See Schedule A-1 for details.

Cost per Workshop \$8,500

Subtotal for up to 44 Workshops: \$374,000

E. Commencement of Services

Training shall commence as soon as mutually agreed to by the parties.

COMMUNICATIONS TRAINING SERVICES

BILLING AND PAYMENT

A. Billing and Payment

In accordance with Schedule A-1, the maximum reimbursement to Contractor for the re-design and printing of a revised Participant Manual for all Workshop attendees, and Contractor's preparation for the implementation of training is Twenty-six Thousand Dollars (\$26,000). Contractor may bill County for the entire \$26,000 only following County acceptance of the revised Participant Manual and its reproduction, and Contractor's completion of the re-training of its trainers.

Contractor shall be reimbursed monthly in arrears on a per-Workshop basis for each Workshop provided, at a rate of Eight-Thousand, Five Hundred Dollars (\$8,500) per Workshop. Contractor shall provide all personnel, and services and supplies (including, but not limited to paper, markers, dry erase) required in the provision of Workshops hereunder. Contractor's reimbursement is not dependent on employee attendance at the Workshop, which is the sole responsibility of County. Each monthly billing shall include the dates of the Workshops provided. A total of \$374,000 is available for the provision of training Workshops.

Invoices shall be submitted to:

Workforce Development Program
Department of Health Services
500 S. Virgil Avenue, 2nd Floor
Los Angeles, CA 90020

Attention: Director of WDP

B. Maximum Obligation

County's maximum obligation for all services hereunder is Four Hundred Thousand Dollars (\$400,000).



Influencing Through Communication

FY 2003 - 04 Costs (August 1, 2003 - June 30, 2004)

Curriculum Re-Design and Printing

Deliverables	Description	Cost
Curriculum Revisions	Redesign curriculum to reflect the needs of the participant.	\$5,000
Desktop Publishing	All materials will be professionally published after the redesign is complete.	\$5,000
Training Preparation	This includes re-training (6) trainers as well as all train-the-trainer costs and preparation time.	\$6,000
Manual Printing Costs	This includes all costs related to printing 1,200 participant manuals.	\$15,000

Total for Curriculum Re-Design and Printing	\$26,000
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Training Implementation: Workshops

Training will be delivered on a per 2-day workshop basis. The cost includes all facilitation costs, coordination costs, and all project management costs. Costs are based on an average attendance of 27 people for each 2-day workshop.	Cost
	\$8,500 per workshop

Total Cost for 44 two-day workshops	\$374,000
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Grand Total	\$400,000
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- o The cost per 2-day workshop is \$8,500. The maximum obligation for forty-four (44) 2-day workshops, including curriculum re-design and printing is **Four Hundred Thousand Dollars (\$400,000)**.

SAFELY SURRENDERED BABY LAW

(4 pages, including this cover page)

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

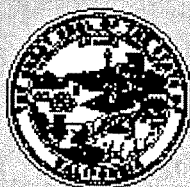
Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB 400 (5/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.